rule is that laches is not mere delay but delay that works a disadvantage or change of position. *Chase v. Chase* (1897) 20 R. I. 207, 37 Atl. 804. Pomeroy, *Eq. Rem.* secs. 20-23 and note to sec. 23. The pendency of another action relating to the same matter is frequently accepted as an excuse to overcome the defense of laches. *Schaefer v. City of Fond du Lac* (1899) 104 Wis. 39, 80 N. W. 59; *Williams v. Neeley* (1904, C. C. A. 8th) 134 Fed. 1. Where there had been continuous litigation for 20 years in various suits and proceedings against the defendant upon the question in issue, the complainant has been held not to be chargeable with laches. *Pacific R. Co. v. Boyd* (1913, C. C. A. 9th) 177 Fed. 804, 822. Cases where actions have been maintained after so long a period are unusual, yet, where such delay has not been prejudicial, and constant effort has been made in the meantime to obtain relief, there seems to be no sound reason why relief should not be given in equity.

R. L. S.

EQUITY—MANDATORY INJUNCTION—ENCROACHMENT OF FOUNDATION WALL BELOW THE SURFACE.—After the plaintiff had procured a judgment in an action of ejectment by reason of the encroachment of the defendant's foundation wall below the surface, and had had execution issued thereon, the sheriff failed to remove the encroaching wall because the existing conditions made such removal impossible without trespassing on the defendant's land. Thereupon the plaintiff applied for a mandatory injunction to compel the defendant himself to remove the obstruction. *Held,* that the injunction should issue. *Hirschberg v. Flusser* (1917, N. J. Ch.) 101 Atl. 191.

See COMMENTS, p. 265.

EQUITY—SPECIFIC PERFORMANCE—MUTUALITY—PLAINTIFF HAVING OPTION TO TERMINATE LEASE.—The plaintiff was assignee of an oil lease which gave the lessee an option to terminate the lease at any time on payment of $1. The lessors, being dissatisfied, undertook to declare the lease forfeited, and executed a second lease of the same kind to other parties. The plaintiff sought to enjoin the lessors and the new lessees from entering on the land in alleged violation of the covenants in his lease. *Held,* that the plaintiff was not entitled to an injunction to prevent such breach, because the contract was not mutual. *Advance Oil Co. v. Hunt et al.* (1917, Ind.) 116 N. E. 340. See COMMENTS, p. 261.

EVIDENCE—ADMISSION OF LIABILITY.—In an action arising from a collision between the defendant's automobile, driven by his son, and the plaintiff's team, the only evidence given to show that the necessary relation of master and servant existed between the father and son was the admission of the father that "so far as the liability extended, he was responsible." *Held,* that this admission of liability was a direct admission of facts essential to establish his legal liability. *Farnham v. Clifford* (1917, Me.) 101 Atl. 468.

The admission of the defendant is a conclusion arrived at by the process of reasoning, applying the rules of law to the totality of non-legal facts. Such a conclusion is commonly called a conclusion of law, though more correctly termed a conclusion of mixed law and fact. An admission of law made by a party will not be noticed by the court, the determination of the rules of law being for the court and not for the parties. *Polk's Lessee v. Cockrel* (1809) 1 Tenn. 456. It has been held that an admission of liability, since it involves a question of law as well as of fact, falls within the same rule and is inadmissible. *Crockett v. Morrison* (1847) 11 Mo. 3. But the majority of cases would allow